

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: )  
)  
CHRISTAINIE EVELYN WELLINGTON, ) Case No.  
SSN: XXX-XX-5915 ) Chapter 13  
Debtor(s) ) Hearing Date:  
) Hearing Loc:  
)

**CHAPTER 13 PLAN**

<b>1.1</b>	<b>A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.</b>	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
<b>1.2</b>	<b>Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.</b>	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
<b>1.3</b>	<b>Nonstandard provisions set out in Part 5.</b>	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included

**Part 1. NOTICES**

**TO DEBTORS:** This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

**TO CREDITORS:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

**Part 2. PLAN PAYMENTS AND LENGTH OF PLAN**

**2.1 Plan Payments.** Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$492.00 per month for 54 months.

(B) \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months.

(C) A total of \$\_\_\_\_\_.00 through \_\_\_\_\_, then \$\_\_\_\_\_ per month for \_\_\_\_ months beginning with the payment due in \_\_\_\_\_.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

### **Part 3. DISBURSEMENTS**

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
		Six months

3.3 **Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
		24 months

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on

debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
TruHome Solutions	\$1,506.46	Debtor

(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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3.4 **Attorney Fees.** Pay Debtor's attorney \$1,403.00 in equal monthly payments over 18 months (no less than 12 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
TruHome Solutions	\$9,000.00	48 months	0.00%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.25% interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
Directors of Estates	\$1,800.00	32 months	\$2,032.00

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.25% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
Kramer & Frank	\$ 532.00	\$213,000	32 months	600.00
Metro St. Louis Sewer	824.65	213,000	32 months	931.00

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$1,500.00 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
Missouri Dept. of Revenue	\$ 123.11
St. Louis County Collector	6,134.22

3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$187,414.00. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$0.00. Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$0.00. Debtor guarantees a minimum of **\$0.00** (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

☒ Any deficiency shall be paid as non-priority unsecured debt.

The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral.

CREDITOR	COLLATERAL
Peritus Portfolio Services/Wollemi	2015 Buick Enclave
United Consumer Financial Services	Kirby Vacuum Cleaner

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance will be paid as non-priority unsecured debt:

CREDITOR	CONTRACT/LEASE
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**Part 4. OTHER STANDARD PLAN PROVISIONS**

4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).

4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.

4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.

4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.

4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.

4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.

4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

## **Part 5. NONSTANDARD PLAN PROVISIONS**

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

**The following plan provisions will be effective only if there is a check in the box "included" in Part 1 of this Plan:**

### **5.1**

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### **5.2**

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## **Part 6. VESTING OF PROPERTY OF THE ESTATE**

6.1 Title to Debtor's property shall re-vest in Debtor(s) upon confirmation.

**Part 7. CERTIFICATION**

**The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.**

DATE: January 10, 2019

DEBTOR: /s/ Christainie Evelyn Wellington  
CHRISTAINIE EVELYN WELLINGTON

DATE: January 10, 2019

/s/ Rochelle D. Stanton  
Attorney for Debtor, Fed Bar #49641MO  
ROCHELLE D. STANTON, MO Bar #49641  
745 Old Frontenac Square, Ste. 202  
Frontenac, MO 63131  
(314) 991-1559  
(314) 991-1183 Fax  
[rstanton@rochelledstanton.com](mailto:rstanton@rochelledstanton.com)

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing document was filed electronically on January 10, 2019, with the United States Bankruptcy Court, and has been served on the parties in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice List.

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, first class, postage fully pre-paid, addressed to those parties listed on the Court's Manual Notice List and listed below on January 10, 2019.

Internal Revenue Service  
P.O. Box 7317  
c/o Missouri Cases  
Philadelphia, PA 19101-7317

Missouri Department of Revenue  
General Counsels Office  
P.O. Box 475, Mail Stop 202  
Jefferson City, MO 65105-0100

United States Attorney  
111 So. Tenth Street  
20<sup>th</sup> Floor  
St. Louis, MO 63102

Account Resolution Corp.  
700 Goddard Avenue  
Chesterfield, MO 63005-1100

AFNI  
1310 Martin Luther King Drive  
P.O. Box 3517  
Bloomington, IL 61702-3427

AmeriCredit  
P.O. Box 183853  
Arlington, TX 76096-3853

Anheuser-Busch Employees' Credit Union  
American Eagle Credit Union  
1001 Lynch Street  
Saint Louis, MO 63118

AT&T  
P.O. Box 5001  
Carol Stream, IL 60197

Barnes Jewish West County Hospital  
P.O. Box 952941  
Saint Louis, MO 63195-2941

BJC Healthcare  
P.O. Box 958410  
Saint Louis, MO 63195-8410

Brentwood Pediatrics, P.C  
1600 S. Brentwood , Ste. 100  
Saint Louis, MO 63144-1301

Capital Management Services  
726 Exchange Street, Ste. 700  
Buffalo, NY 14210

Carnival Cruise Lines  
3655 NW 87th Avenue  
Miami, FL 33178

Charter Communications  
P.O. Box 790086  
Saint Louis, MO 63179

City of Ferguson, Missouri  
Photo Enforcement Program  
P.O. Box 22091  
Tempe, AZ 85285-2091

City of St. Louis  
Photo Enforcement Program  
P.O. Box 790324  
Saint Louis, MO 63179

City of St. Louis  
Parking Violations Bureau  
P.O. Box 78459  
Saint Louis, MO 63178

Depaul HC PHY. Billing  
P.O. Box 503913  
Saint Louis, MO 63150-3913

Directors of Estates at Rivermeadows HOA  
3 Hollenberg Court  
Bridgeton, MO 63044

Educational Credit Management  
P.O. Box 16408  
Lockbox #8682  
Saint Paul, MN 55116-0408

Enhanced Recovery Company  
8014 Bayberry Road  
Jacksonville, FL 32256

Firstsource Advantage  
7650 Magna Dr.  
Belleville, IL 62223

GC Services Limited  
6330 Gulfport  
Houston, TX 77081

GM Financial  
c/o Americredit Financial Services  
P.O. Box 183853  
Phoenix, AZ 85062-8143

JCC St. Louis  
2 Milestone Campus Drive  
Saint Louis, MO 63146

JNR Adjustment Company  
555 Winderley Place, Ste. 320  
Maitland, FL 32751

Kramer & Frank  
9300 Dielman Industrial Dr.  
Saint Louis, MO 63132

Laclede Gas  
720 Olive Street  
Drawer 2  
Saint Louis, MO 63171

Linebarger Goggan Blair & Sampson  
Attorneys At Law  
P.O. Box 3856  
Urbandale, IA 50323-3856

Linebarger Goggan Blair & Sampson  
Attorney At Law  
900 Arion Parkway, Ste. 104  
San Antonio, TX 78216

MCA Management Company  
Medical-Commercial Audit Inc.  
P.O. Box 480  
High Ridge, MO 63049

Medical Data Systems, Inc.  
2001 9th Ave., Ste.312  
Vero Beach, FL 32960

Medical Revenue Services  
P.O. Box 938  
Vero Beach, FL 32961

Mercy Hospital St. Louis  
P.O. Box 504856  
Saint Louis, MO 63150-4856

Metropolitan St. Louis Sewer District  
2350 Market Street  
Saint Louis, MO 63103

Missouri Dept. of Revenue  
P.O. Box 475  
Jefferson City, MO 65105

National Healthcare Coll  
700 Spirit of St. Louis Blvd., Ste. B  
Chesterfield, MO 63305

NELNET  
3015 S. Parker Road, Ste. 400  
Aurora, CO 80014

North County Emerg. Phys., LLP  
75 Remittance Drive, Ste. 1151  
Chicago, IL 60675-1151

Peritus Portfolio Services/Wollemi  
P.O. Box 141419  
Irving, TX 75014-1419

PNC Bank, National Association  
T7-UCHY-01-3  
P.O. Box 2155  
Rocky Mount, NC 27802-2155

Portfolio Recovery Assoc.  
P.O. Box 12914  
Norfolk, VA 23541

Premier Bankcard, LLC  
Jefferson Capital Systems, LLC Assignee  
P.O. Box 7999  
Saint Cloud, MN 56302-9617

Social Security Administration  
Great Lakes Program Service Center  
600 West Madison Street  
Chicago, IL 60661-2474

Specified Credit Association, Inc.  
2388 Schuetz Road, Ste. A-100  
Saint Louis, MO 63146

Speedy Cash  
PO Box 780408  
Wichita, KS 67278

Sprint Nextel  
P.O. Box 3326  
Attn: Bankruptcy Dept.  
Englewood, CO 80155-3326

SSM Healthcare  
3232 West Royal Lane  
Irving, TX 75063-3105

St. Louis County Collector of Revenue  
41 S. Central Ave.  
c/o R.H. Robison  
Saint Louis, MO 63105

Texas Guaranteed Student Loan  
P.O. Box 201725  
Austin, TX 78720

Transworld Systems Inc  
P.O. Box 15520  
Wilmington, DE 19850

TruHome Solutions, LLC  
9601 Legler Road  
Lenexa, KS 66219

U.S. Bank Reserve Line  
P.O. Box 5227  
Cincinnati, OH 45201

U.S. Dept. of HUD  
451 7th Street S.W.  
Washington, DC 20410

UCB Collection  
5620 Southwyck Blvd.  
Toledo, OH 43614-1501

United Consumer Fin Svc  
865 Bassett Rd.  
Westlake, OH 44145

United Consumer Financial Services  
P.O. Box 856290  
Louisville, KY 40285-6290

United Credit & Collection  
512 Madison St./P.O. Box 1075  
Saint Charles, MO 63301-2748

US Bank  
P.O. Box 108  
Saint Louis, MO 63166

Verizon Wireless  
P.O. Box 26055  
Minneapolis, MN 55426

Vital Recovery Services, Inc.  
P.O. Box 923747  
Norcross, GA 30010-3748

Washington University Physicians  
P.O. Box 502432  
Saint Louis, MO 63150-2432

Sworn and executed under penalty of perjury this 10<sup>th</sup> day of January, 2019 at  
Frontenac, Missouri.

/s/Rochelle Stanton  
ROCHELLE D. STANTON, MO Bar #49641  
Attorney for Debtor, Fed.Bar #49641MO  
745 Old Frontenac Square, Ste. 202  
Frontenac, MO 63131  
(314) 991-1559/ (314) 991-1183 Fax  
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